

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TENNESSEE
AT CHATTANOOGA

ECOLAB Inc., and NALCO COMPANY,
LLC d/b/a Nalco Water, an Ecolab Company
and/or Nalco Water,

Plaintiffs,

v.

ANTHONY RIDLEY and CHEMTREAT,
INC.,

Defendants.

Case No. 1:22-cv-00050

District Judge Travis R. McDonough

Magistrate Judge Christopher H. Steger

DEFENDANTS' PROPOSED JURY VERDICT FORM¹

1. Do you unanimously find that Plaintiffs proved by a preponderance of the evidence that one or more of the documents Plaintiffs presented in evidence are trade secrets?

No (*If you answer "No" to Question 1, please skip to Question 4.*)

Yes, with respect to the following documents:

PLX22

PLX35

PLX64

¹ The parties cooperatively conferred about their proposed jury verdict forms, but they were unable to reach agreement. As a result, the parties are submitting separate proposed verdict forms for the Court's consideration. Defendants' proposed verdict form has two significant differences from Plaintiffs' proposal. First, it asks the jury to determine which, if any, of Plaintiffs' documents are trade secrets. Plaintiffs allege that Anthony Ridley and ChemTreat misappropriated Plaintiffs' **documents** and **files**. Doc. 229 ¶¶ 2, 60, 65, 75, 145, 244. The jury must therefore decide which, if any, of those documents contain trade secrets. See Jury Instructions, *Caudill Seed & Warehouse Co. v. Jarrow Formulas Inc.*, No. 3:13-cv-000082-CRS-CHL (W.D. Ky. June 26, 2019), ECF No. 435 at 1. Second, Defendants' proposed verdict form asks the jury to make findings on each element of Plaintiffs' other state law claims. Given the complexity created by the differing application of preemption to the claims against Ridley and ChemTreat, Defendants believe a special verdict form addressing each element is appropriate. Each of the questions in Defendants' proposed verdict form corresponds with the proposed jury instructions and is supported by the citations therein.

| | | |
|--------------------------------|---------------------------------|---------------------------------|
| <input type="checkbox"/> PLX65 | <input type="checkbox"/> PLX87 | <input type="checkbox"/> PLX109 |
| <input type="checkbox"/> PLX66 | <input type="checkbox"/> PLX88 | <input type="checkbox"/> PLX110 |
| <input type="checkbox"/> PLX67 | <input type="checkbox"/> PLX89 | <input type="checkbox"/> PLX111 |
| <input type="checkbox"/> PLX68 | <input type="checkbox"/> PLX90 | <input type="checkbox"/> PLX112 |
| <input type="checkbox"/> PLX69 | <input type="checkbox"/> PLX91 | <input type="checkbox"/> PLX113 |
| <input type="checkbox"/> PLX70 | <input type="checkbox"/> PLX92 | <input type="checkbox"/> PLX114 |
| <input type="checkbox"/> PLX71 | <input type="checkbox"/> PLX93 | <input type="checkbox"/> PLX115 |
| <input type="checkbox"/> PLX72 | <input type="checkbox"/> PLX94 | <input type="checkbox"/> PLX116 |
| <input type="checkbox"/> PLX73 | <input type="checkbox"/> PLX95 | <input type="checkbox"/> PLX117 |
| <input type="checkbox"/> PLX74 | <input type="checkbox"/> PLX96 | <input type="checkbox"/> PLX118 |
| <input type="checkbox"/> PLX75 | <input type="checkbox"/> PLX97 | <input type="checkbox"/> PLX119 |
| <input type="checkbox"/> PLX76 | <input type="checkbox"/> PLX98 | <input type="checkbox"/> PLX120 |
| <input type="checkbox"/> PLX77 | <input type="checkbox"/> PLX99 | <input type="checkbox"/> PLX121 |
| <input type="checkbox"/> PLX78 | <input type="checkbox"/> PLX100 | <input type="checkbox"/> PLX123 |
| <input type="checkbox"/> PLX79 | <input type="checkbox"/> PLX101 | <input type="checkbox"/> PLX124 |
| <input type="checkbox"/> PLX80 | <input type="checkbox"/> PLX102 | <input type="checkbox"/> PLX125 |
| <input type="checkbox"/> PLX81 | <input type="checkbox"/> PLX103 | <input type="checkbox"/> PLX126 |
| <input type="checkbox"/> PLX82 | <input type="checkbox"/> PLX104 | <input type="checkbox"/> PLX127 |
| <input type="checkbox"/> PLX83 | <input type="checkbox"/> PLX105 | <input type="checkbox"/> PLX128 |
| <input type="checkbox"/> PLX84 | <input type="checkbox"/> PLX106 | <input type="checkbox"/> PLX129 |
| <input type="checkbox"/> PLX85 | <input type="checkbox"/> PLX107 | |
| <input type="checkbox"/> PLX86 | <input type="checkbox"/> PLX108 | |

2. Do you unanimously find that Plaintiffs proved by a preponderance of the evidence that Anthony Ridley misappropriated a trade secret identified in Question 1?

No (If you answer "No" to Question 2, please skip to Question 4.)

Yes, with respect to the following trade secret(s) identified in Question 1:

| | | |
|--------------------------------|---------------------------------|---------------------------------|
| <input type="checkbox"/> PLX22 | <input type="checkbox"/> PLX85 | <input type="checkbox"/> PLX108 |
| <input type="checkbox"/> PLX35 | <input type="checkbox"/> PLX86 | <input type="checkbox"/> PLX109 |
| <input type="checkbox"/> PLX64 | <input type="checkbox"/> PLX87 | <input type="checkbox"/> PLX110 |
| <input type="checkbox"/> PLX65 | <input type="checkbox"/> PLX88 | <input type="checkbox"/> PLX111 |
| <input type="checkbox"/> PLX66 | <input type="checkbox"/> PLX89 | <input type="checkbox"/> PLX112 |
| <input type="checkbox"/> PLX67 | <input type="checkbox"/> PLX90 | <input type="checkbox"/> PLX113 |
| <input type="checkbox"/> PLX68 | <input type="checkbox"/> PLX91 | <input type="checkbox"/> PLX114 |
| <input type="checkbox"/> PLX69 | <input type="checkbox"/> PLX92 | <input type="checkbox"/> PLX115 |
| <input type="checkbox"/> PLX70 | <input type="checkbox"/> PLX93 | <input type="checkbox"/> PLX116 |
| <input type="checkbox"/> PLX71 | <input type="checkbox"/> PLX94 | <input type="checkbox"/> PLX117 |
| <input type="checkbox"/> PLX72 | <input type="checkbox"/> PLX95 | <input type="checkbox"/> PLX118 |
| <input type="checkbox"/> PLX73 | <input type="checkbox"/> PLX96 | <input type="checkbox"/> PLX119 |
| <input type="checkbox"/> PLX74 | <input type="checkbox"/> PLX97 | <input type="checkbox"/> PLX120 |
| <input type="checkbox"/> PLX75 | <input type="checkbox"/> PLX98 | <input type="checkbox"/> PLX121 |
| <input type="checkbox"/> PLX76 | <input type="checkbox"/> PLX99 | <input type="checkbox"/> PLX123 |
| <input type="checkbox"/> PLX77 | <input type="checkbox"/> PLX100 | <input type="checkbox"/> PLX124 |
| <input type="checkbox"/> PLX78 | <input type="checkbox"/> PLX101 | <input type="checkbox"/> PLX125 |
| <input type="checkbox"/> PLX79 | <input type="checkbox"/> PLX102 | <input type="checkbox"/> PLX126 |
| <input type="checkbox"/> PLX80 | <input type="checkbox"/> PLX103 | <input type="checkbox"/> PLX127 |
| <input type="checkbox"/> PLX81 | <input type="checkbox"/> PLX104 | <input type="checkbox"/> PLX128 |
| <input type="checkbox"/> PLX82 | <input type="checkbox"/> PLX105 | <input type="checkbox"/> PLX129 |
| <input type="checkbox"/> PLX83 | <input type="checkbox"/> PLX106 | |
| <input type="checkbox"/> PLX84 | <input type="checkbox"/> PLX107 | |

2(A). Do you unanimously find that Plaintiffs proved by a preponderance of the evidence that **Anthony Ridley** used a trade secret identified in Question 1?²

No (If you answer "No" to Question 2(A), please skip to Question 4.)

Yes, with respect to the following trade secret(s) identified in Question 1:

| | | |
|--------------------------------|--------------------------------|---------------------------------|
| <input type="checkbox"/> PLX22 | <input type="checkbox"/> PLX80 | <input type="checkbox"/> PLX98 |
| <input type="checkbox"/> PLX35 | <input type="checkbox"/> PLX81 | <input type="checkbox"/> PLX99 |
| <input type="checkbox"/> PLX64 | <input type="checkbox"/> PLX82 | <input type="checkbox"/> PLX100 |
| <input type="checkbox"/> PLX65 | <input type="checkbox"/> PLX83 | <input type="checkbox"/> PLX101 |
| <input type="checkbox"/> PLX66 | <input type="checkbox"/> PLX84 | <input type="checkbox"/> PLX102 |
| <input type="checkbox"/> PLX67 | <input type="checkbox"/> PLX85 | <input type="checkbox"/> PLX103 |
| <input type="checkbox"/> PLX68 | <input type="checkbox"/> PLX86 | <input type="checkbox"/> PLX104 |
| <input type="checkbox"/> PLX69 | <input type="checkbox"/> PLX87 | <input type="checkbox"/> PLX105 |
| <input type="checkbox"/> PLX70 | <input type="checkbox"/> PLX88 | <input type="checkbox"/> PLX106 |
| <input type="checkbox"/> PLX71 | <input type="checkbox"/> PLX89 | <input type="checkbox"/> PLX107 |
| <input type="checkbox"/> PLX72 | <input type="checkbox"/> PLX90 | <input type="checkbox"/> PLX108 |
| <input type="checkbox"/> PLX73 | <input type="checkbox"/> PLX91 | <input type="checkbox"/> PLX109 |
| <input type="checkbox"/> PLX74 | <input type="checkbox"/> PLX92 | <input type="checkbox"/> PLX110 |
| <input type="checkbox"/> PLX75 | <input type="checkbox"/> PLX93 | <input type="checkbox"/> PLX111 |
| <input type="checkbox"/> PLX76 | <input type="checkbox"/> PLX94 | <input type="checkbox"/> PLX112 |
| <input type="checkbox"/> PLX77 | <input type="checkbox"/> PLX95 | <input type="checkbox"/> PLX113 |
| <input type="checkbox"/> PLX78 | <input type="checkbox"/> PLX96 | <input type="checkbox"/> PLX114 |
| <input type="checkbox"/> PLX79 | <input type="checkbox"/> PLX97 | <input type="checkbox"/> PLX115 |

² All parties have summary judgment motions and motions *in limine* pending before the Court. All parties accordingly reserve the right to alter the proposed verdict form to the extent the Court's rulings impact the claims and elements that are triable to the jury in light of the evidence.

| | | |
|---------------------------------|---------------------------------|---------------------------------|
| <input type="checkbox"/> PLX116 | <input type="checkbox"/> PLX121 | <input type="checkbox"/> PLX127 |
| <input type="checkbox"/> PLX117 | <input type="checkbox"/> PLX123 | <input type="checkbox"/> PLX128 |
| <input type="checkbox"/> PLX118 | <input type="checkbox"/> PLX124 | <input type="checkbox"/> PLX129 |
| <input type="checkbox"/> PLX119 | <input type="checkbox"/> PLX125 | |
| <input type="checkbox"/> PLX120 | <input type="checkbox"/> PLX126 | |

2(B). Do you unanimously find that Plaintiffs proved by a preponderance of the evidence that Anthony Ridley was unjustly enriched through his use of a trade secret identified in Question 2(A)?

No (*If you answer "No" to Question 2(B), please skip to Question 4.*)

Yes, with respect to the following trade secret(s) identified in Question 1:

| | | |
|--------------------------------|--------------------------------|---------------------------------|
| <input type="checkbox"/> PLX22 | <input type="checkbox"/> PLX77 | <input type="checkbox"/> PLX92 |
| <input type="checkbox"/> PLX35 | <input type="checkbox"/> PLX78 | <input type="checkbox"/> PLX93 |
| <input type="checkbox"/> PLX64 | <input type="checkbox"/> PLX79 | <input type="checkbox"/> PLX94 |
| <input type="checkbox"/> PLX65 | <input type="checkbox"/> PLX80 | <input type="checkbox"/> PLX95 |
| <input type="checkbox"/> PLX66 | <input type="checkbox"/> PLX81 | <input type="checkbox"/> PLX96 |
| <input type="checkbox"/> PLX67 | <input type="checkbox"/> PLX82 | <input type="checkbox"/> PLX97 |
| <input type="checkbox"/> PLX68 | <input type="checkbox"/> PLX83 | <input type="checkbox"/> PLX98 |
| <input type="checkbox"/> PLX69 | <input type="checkbox"/> PLX84 | <input type="checkbox"/> PLX99 |
| <input type="checkbox"/> PLX70 | <input type="checkbox"/> PLX85 | <input type="checkbox"/> PLX100 |
| <input type="checkbox"/> PLX71 | <input type="checkbox"/> PLX86 | <input type="checkbox"/> PLX101 |
| <input type="checkbox"/> PLX72 | <input type="checkbox"/> PLX87 | <input type="checkbox"/> PLX102 |
| <input type="checkbox"/> PLX73 | <input type="checkbox"/> PLX88 | <input type="checkbox"/> PLX103 |
| <input type="checkbox"/> PLX74 | <input type="checkbox"/> PLX89 | <input type="checkbox"/> PLX104 |
| <input type="checkbox"/> PLX75 | <input type="checkbox"/> PLX90 | <input type="checkbox"/> PLX105 |
| <input type="checkbox"/> PLX76 | <input type="checkbox"/> PLX91 | <input type="checkbox"/> PLX106 |

| | | |
|-------------|-------------|-------------|
| ____ PLX107 | ____ PLX115 | ____ PLX124 |
| ____ PLX108 | ____ PLX116 | ____ PLX125 |
| ____ PLX109 | ____ PLX117 | ____ PLX126 |
| ____ PLX110 | ____ PLX118 | ____ PLX127 |
| ____ PLX111 | ____ PLX119 | ____ PLX128 |
| ____ PLX112 | ____ PLX120 | ____ PLX129 |
| ____ PLX113 | ____ PLX121 | |
| ____ PLX114 | ____ PLX123 | |

2(C). How much money do you award Plaintiffs in connection with each of the trade secrets that you found Anthony Ridley used to unjustly enrich himself, as you identified in Question 2(B)?

Amount

| | | | |
|----------|-------|----------|-------|
| \$ _____ | PLX22 | \$ _____ | PLX75 |
| \$ _____ | PLX35 | \$ _____ | PLX76 |
| \$ _____ | PLX64 | \$ _____ | PLX77 |
| \$ _____ | PLX65 | \$ _____ | PLX78 |
| \$ _____ | PLX66 | \$ _____ | PLX79 |
| \$ _____ | PLX67 | \$ _____ | PLX80 |
| \$ _____ | PLX68 | \$ _____ | PLX81 |
| \$ _____ | PLX69 | \$ _____ | PLX82 |
| \$ _____ | PLX70 | \$ _____ | PLX83 |
| \$ _____ | PLX71 | \$ _____ | PLX84 |
| \$ _____ | PLX72 | \$ _____ | PLX85 |
| \$ _____ | PLX73 | \$ _____ | PLX86 |
| \$ _____ | PLX74 | \$ _____ | PLX87 |

| | | | |
|----------|--------|----------|--------|
| \$ _____ | PLX88 | \$ _____ | PLX109 |
| \$ _____ | PLX89 | \$ _____ | PLX110 |
| \$ _____ | PLX90 | \$ _____ | PLX111 |
| \$ _____ | PLX91 | \$ _____ | PLX112 |
| \$ _____ | PLX92 | \$ _____ | PLX113 |
| \$ _____ | PLX93 | \$ _____ | PLX114 |
| \$ _____ | PLX94 | \$ _____ | PLX115 |
| \$ _____ | PLX95 | \$ _____ | PLX116 |
| \$ _____ | PLX96 | \$ _____ | PLX117 |
| \$ _____ | PLX97 | \$ _____ | PLX118 |
| \$ _____ | PLX98 | \$ _____ | PLX119 |
| \$ _____ | PLX99 | \$ _____ | PLX120 |
| \$ _____ | PLX100 | \$ _____ | PLX121 |
| \$ _____ | PLX101 | \$ _____ | PLX123 |
| \$ _____ | PLX102 | \$ _____ | PLX124 |
| \$ _____ | PLX103 | \$ _____ | PLX125 |
| \$ _____ | PLX104 | \$ _____ | PLX126 |
| \$ _____ | PLX105 | \$ _____ | PLX127 |
| \$ _____ | PLX106 | \$ _____ | PLX128 |
| \$ _____ | PLX107 | \$ _____ | PLX129 |
| \$ _____ | PLX108 | | |

3. Do you unanimously find that Plaintiffs proved by a preponderance of the evidence that **ChemTreat, Inc.** misappropriated a trade secret identified in Question 1?

No (*If you answer “No” to Question 3, please skip to Question 5.*)

Yes, with respect to the following trade secret(s) identified in Question 1:

| | | |
|--------------------------------|---------------------------------|---------------------------------|
| <input type="checkbox"/> PLX22 | <input type="checkbox"/> PLX85 | <input type="checkbox"/> PLX108 |
| <input type="checkbox"/> PLX35 | <input type="checkbox"/> PLX86 | <input type="checkbox"/> PLX109 |
| <input type="checkbox"/> PLX64 | <input type="checkbox"/> PLX87 | <input type="checkbox"/> PLX110 |
| <input type="checkbox"/> PLX65 | <input type="checkbox"/> PLX88 | <input type="checkbox"/> PLX111 |
| <input type="checkbox"/> PLX66 | <input type="checkbox"/> PLX89 | <input type="checkbox"/> PLX112 |
| <input type="checkbox"/> PLX67 | <input type="checkbox"/> PLX90 | <input type="checkbox"/> PLX113 |
| <input type="checkbox"/> PLX68 | <input type="checkbox"/> PLX91 | <input type="checkbox"/> PLX114 |
| <input type="checkbox"/> PLX69 | <input type="checkbox"/> PLX92 | <input type="checkbox"/> PLX115 |
| <input type="checkbox"/> PLX70 | <input type="checkbox"/> PLX93 | <input type="checkbox"/> PLX116 |
| <input type="checkbox"/> PLX71 | <input type="checkbox"/> PLX94 | <input type="checkbox"/> PLX117 |
| <input type="checkbox"/> PLX72 | <input type="checkbox"/> PLX95 | <input type="checkbox"/> PLX118 |
| <input type="checkbox"/> PLX73 | <input type="checkbox"/> PLX96 | <input type="checkbox"/> PLX119 |
| <input type="checkbox"/> PLX74 | <input type="checkbox"/> PLX97 | <input type="checkbox"/> PLX120 |
| <input type="checkbox"/> PLX75 | <input type="checkbox"/> PLX98 | <input type="checkbox"/> PLX121 |
| <input type="checkbox"/> PLX76 | <input type="checkbox"/> PLX99 | <input type="checkbox"/> PLX123 |
| <input type="checkbox"/> PLX77 | <input type="checkbox"/> PLX100 | <input type="checkbox"/> PLX124 |
| <input type="checkbox"/> PLX78 | <input type="checkbox"/> PLX101 | <input type="checkbox"/> PLX125 |
| <input type="checkbox"/> PLX79 | <input type="checkbox"/> PLX102 | <input type="checkbox"/> PLX126 |
| <input type="checkbox"/> PLX80 | <input type="checkbox"/> PLX103 | <input type="checkbox"/> PLX127 |
| <input type="checkbox"/> PLX81 | <input type="checkbox"/> PLX104 | <input type="checkbox"/> PLX128 |
| <input type="checkbox"/> PLX82 | <input type="checkbox"/> PLX105 | <input type="checkbox"/> PLX129 |
| <input type="checkbox"/> PLX83 | <input type="checkbox"/> PLX106 | |
| <input type="checkbox"/> PLX84 | <input type="checkbox"/> PLX107 | |

3(A). Do you unanimously find that Plaintiffs proved by a preponderance of the evidence that **ChemTreat, Inc.** used a trade secret identified in Question 3?

No (If you answer "No" to Question 3(A), please skip to Question 5.)

Yes, with respect to the following trade secret(s) identified in Question 1:

| | | |
|--------------------------------|---------------------------------|---------------------------------|
| <input type="checkbox"/> PLX22 | <input type="checkbox"/> PLX85 | <input type="checkbox"/> PLX108 |
| <input type="checkbox"/> PLX35 | <input type="checkbox"/> PLX86 | <input type="checkbox"/> PLX109 |
| <input type="checkbox"/> PLX64 | <input type="checkbox"/> PLX87 | <input type="checkbox"/> PLX110 |
| <input type="checkbox"/> PLX65 | <input type="checkbox"/> PLX88 | <input type="checkbox"/> PLX111 |
| <input type="checkbox"/> PLX66 | <input type="checkbox"/> PLX89 | <input type="checkbox"/> PLX112 |
| <input type="checkbox"/> PLX67 | <input type="checkbox"/> PLX90 | <input type="checkbox"/> PLX113 |
| <input type="checkbox"/> PLX68 | <input type="checkbox"/> PLX91 | <input type="checkbox"/> PLX114 |
| <input type="checkbox"/> PLX69 | <input type="checkbox"/> PLX92 | <input type="checkbox"/> PLX115 |
| <input type="checkbox"/> PLX70 | <input type="checkbox"/> PLX93 | <input type="checkbox"/> PLX116 |
| <input type="checkbox"/> PLX71 | <input type="checkbox"/> PLX94 | <input type="checkbox"/> PLX117 |
| <input type="checkbox"/> PLX72 | <input type="checkbox"/> PLX95 | <input type="checkbox"/> PLX118 |
| <input type="checkbox"/> PLX73 | <input type="checkbox"/> PLX96 | <input type="checkbox"/> PLX119 |
| <input type="checkbox"/> PLX74 | <input type="checkbox"/> PLX97 | <input type="checkbox"/> PLX120 |
| <input type="checkbox"/> PLX75 | <input type="checkbox"/> PLX98 | <input type="checkbox"/> PLX121 |
| <input type="checkbox"/> PLX76 | <input type="checkbox"/> PLX99 | <input type="checkbox"/> PLX123 |
| <input type="checkbox"/> PLX77 | <input type="checkbox"/> PLX100 | <input type="checkbox"/> PLX124 |
| <input type="checkbox"/> PLX78 | <input type="checkbox"/> PLX101 | <input type="checkbox"/> PLX125 |
| <input type="checkbox"/> PLX79 | <input type="checkbox"/> PLX102 | <input type="checkbox"/> PLX126 |
| <input type="checkbox"/> PLX80 | <input type="checkbox"/> PLX103 | <input type="checkbox"/> PLX127 |
| <input type="checkbox"/> PLX81 | <input type="checkbox"/> PLX104 | <input type="checkbox"/> PLX128 |
| <input type="checkbox"/> PLX82 | <input type="checkbox"/> PLX105 | <input type="checkbox"/> PLX129 |
| <input type="checkbox"/> PLX83 | <input type="checkbox"/> PLX106 | |
| <input type="checkbox"/> PLX84 | <input type="checkbox"/> PLX107 | |

3(B). Do you unanimously find that Plaintiffs proved by a preponderance of the evidence that **ChemTreat, Inc.** was unjustly enriched through its use of a trade secret identified in Question 3(A)?

No (*If you answer "No" to Question 3(B), please skip to Question 5.*)

Yes, with respect to the following trade secret(s) identified in Question 1:

| | | |
|--------------------------------|---------------------------------|---------------------------------|
| <input type="checkbox"/> PLX22 | <input type="checkbox"/> PLX82 | <input type="checkbox"/> PLX102 |
| <input type="checkbox"/> PLX35 | <input type="checkbox"/> PLX83 | <input type="checkbox"/> PLX103 |
| <input type="checkbox"/> PLX64 | <input type="checkbox"/> PLX84 | <input type="checkbox"/> PLX104 |
| <input type="checkbox"/> PLX65 | <input type="checkbox"/> PLX85 | <input type="checkbox"/> PLX105 |
| <input type="checkbox"/> PLX66 | <input type="checkbox"/> PLX86 | <input type="checkbox"/> PLX106 |
| <input type="checkbox"/> PLX67 | <input type="checkbox"/> PLX87 | <input type="checkbox"/> PLX107 |
| <input type="checkbox"/> PLX68 | <input type="checkbox"/> PLX88 | <input type="checkbox"/> PLX108 |
| <input type="checkbox"/> PLX69 | <input type="checkbox"/> PLX89 | <input type="checkbox"/> PLX109 |
| <input type="checkbox"/> PLX70 | <input type="checkbox"/> PLX90 | <input type="checkbox"/> PLX110 |
| <input type="checkbox"/> PLX71 | <input type="checkbox"/> PLX91 | <input type="checkbox"/> PLX111 |
| <input type="checkbox"/> PLX72 | <input type="checkbox"/> PLX92 | <input type="checkbox"/> PLX112 |
| <input type="checkbox"/> PLX73 | <input type="checkbox"/> PLX93 | <input type="checkbox"/> PLX113 |
| <input type="checkbox"/> PLX74 | <input type="checkbox"/> PLX94 | <input type="checkbox"/> PLX114 |
| <input type="checkbox"/> PLX75 | <input type="checkbox"/> PLX95 | <input type="checkbox"/> PLX115 |
| <input type="checkbox"/> PLX76 | <input type="checkbox"/> PLX96 | <input type="checkbox"/> PLX116 |
| <input type="checkbox"/> PLX77 | <input type="checkbox"/> PLX97 | <input type="checkbox"/> PLX117 |
| <input type="checkbox"/> PLX78 | <input type="checkbox"/> PLX98 | <input type="checkbox"/> PLX118 |
| <input type="checkbox"/> PLX79 | <input type="checkbox"/> PLX99 | <input type="checkbox"/> PLX119 |
| <input type="checkbox"/> PLX80 | <input type="checkbox"/> PLX100 | <input type="checkbox"/> PLX120 |
| <input type="checkbox"/> PLX81 | <input type="checkbox"/> PLX101 | <input type="checkbox"/> PLX121 |

| | | |
|----------------------|----------------------|----------------------|
| <u> </u> PLX123 | <u> </u> PLX126 | <u> </u> PLX129 |
| <u> </u> PLX124 | <u> </u> PLX127 | |
| <u> </u> PLX125 | <u> </u> PLX128 | |

3(C). How much money do you award Plaintiffs in connection with each trade secret that you found ChemTreat, Inc. used to unjustly enrich itself, as you identified in Question 3(B)?

Amount

| | | | |
|----------|-------|----------|-------|
| \$ _____ | PLX22 | \$ _____ | PLX81 |
| \$ _____ | PLX35 | \$ _____ | PLX82 |
| \$ _____ | PLX64 | \$ _____ | PLX83 |
| \$ _____ | PLX65 | \$ _____ | PLX84 |
| \$ _____ | PLX66 | \$ _____ | PLX85 |
| \$ _____ | PLX67 | \$ _____ | PLX86 |
| \$ _____ | PLX68 | \$ _____ | PLX87 |
| \$ _____ | PLX69 | \$ _____ | PLX88 |
| \$ _____ | PLX70 | \$ _____ | PLX89 |
| \$ _____ | PLX71 | \$ _____ | PLX90 |
| \$ _____ | PLX72 | \$ _____ | PLX91 |
| \$ _____ | PLX73 | \$ _____ | PLX92 |
| \$ _____ | PLX74 | \$ _____ | PLX93 |
| \$ _____ | PLX75 | \$ _____ | PLX94 |
| \$ _____ | PLX76 | \$ _____ | PLX95 |
| \$ _____ | PLX77 | \$ _____ | PLX96 |
| \$ _____ | PLX78 | \$ _____ | PLX97 |
| \$ _____ | PLX79 | \$ _____ | PLX98 |
| \$ _____ | PLX80 | \$ _____ | PLX99 |

| | | | |
|----------|--------|----------|--------|
| \$ _____ | PLX100 | \$ _____ | PLX115 |
| \$ _____ | PLX101 | \$ _____ | PLX116 |
| \$ _____ | PLX102 | \$ _____ | PLX117 |
| \$ _____ | PLX103 | \$ _____ | PLX118 |
| \$ _____ | PLX104 | \$ _____ | PLX119 |
| \$ _____ | PLX105 | \$ _____ | PLX120 |
| \$ _____ | PLX106 | \$ _____ | PLX121 |
| \$ _____ | PLX107 | \$ _____ | PLX123 |
| \$ _____ | PLX108 | \$ _____ | PLX124 |
| \$ _____ | PLX109 | \$ _____ | PLX125 |
| \$ _____ | PLX110 | \$ _____ | PLX126 |
| \$ _____ | PLX111 | \$ _____ | PLX127 |
| \$ _____ | PLX112 | \$ _____ | PLX128 |
| \$ _____ | PLX113 | \$ _____ | PLX129 |
| \$ _____ | PLX114 | | |

4.³ Do you unanimously find that Plaintiffs acted in bad faith in bringing or maintaining any one of its trade secret claims against Anthony Ridley?

No

Yes as to Nalco

Yes as to Ecolab

³ ChemTreat's position is that this question, concerning Ridley's counterclaim, should be excluded from the initial verdict form. To the extent the jury finds that Ridley is not liable as to Plaintiffs' trade secret misappropriation claims, this question should be submitted to the jury in a supplemental verdict form.

5. Do you unanimously find that Plaintiffs proved by a preponderance of the evidence that Anthony Ridley breached a fiduciary duty he owed to Plaintiffs?

No (*If you answer “No” to Question 5, please skip to Question 6.*)

Yes as to Nalco

Yes as to Ecolab

5(A). Do you unanimously find that Plaintiffs proved by a preponderance of the evidence that Plaintiffs were injured as a result of Anthony Ridley’s breach of fiduciary duty?

No (*If you answer “No” to Question 5(A), please skip to Question 6.*)

Yes as to Nalco

Yes as to Ecolab

5(B). How much do you award Plaintiffs in connection with any breach you identified in Question 5(A)?

Amount: \$ _____ to Nalco

\$ _____ to Ecolab

6. Do you unanimously find that Plaintiffs proved by a preponderance of the evidence that Anthony Ridley entered into an enforceable contract with Plaintiffs?

No (*If you answer “No” to Question 6, please STOP and read the final instruction.*)

Yes

6(A). Do you unanimously find that Plaintiffs proved by a preponderance of the evidence that Anthony Ridley breached his contract with Plaintiffs?

No (*If you answer “No” to Question 6(A), please STOP and read the final instruction.*)

Yes, in the following way(s):

_____ Soliciting an employee of Plaintiffs with whom Mr. Ridley had material contact on Plaintiffs’ behalf between July 1, 2020, and July 1, 2021

_____ Transferring or storing Plaintiffs’ information on a personal device without authorization

_____ Failing to return Plaintiffs' property at the end of his employment
6(B). Do you unanimously find that Plaintiffs proved by a preponderance of the evidence that they suffered damages caused by the breach(es) identified in Question 6(A)?

_____ No (*If you answer "No" to Question 6(B), please STOP and read the final instruction.*)

_____ Yes, as to the following breach(es):

- _____ Soliciting an employee of Plaintiffs with whom Mr. Ridley had material contact on Plaintiffs' behalf between July 1, 2020, and July 1, 2021
- _____ Transferring or storing Plaintiffs' information on a personal device without authorization
- _____ Failing to return Plaintiffs' property at the end of his employment

6(C). How much money do you award Plaintiffs in connection with any breach of contract that you found caused Plaintiffs' damages, as you identified in Question 6(B)?

Amount

- \$ _____ Soliciting an employee of Plaintiffs with whom Mr. Ridley had material contact on Plaintiffs' behalf between July 1, 2020, and July 1, 2021
- \$ _____ Transferring or storing Plaintiffs' information on a personal device without authorization
- \$ _____ Failing to return Plaintiffs' property at the end of his employment

7. Do you unanimously find that Plaintiffs proved by a preponderance of the evidence that **ChemTreat, Inc.** induced Anthony Ridley to breach his contract with Plaintiffs by soliciting an employee of Plaintiffs with whom Mr. Ridley had material contact on Plaintiffs' behalf between July 1, 2020, and July 1, 2021?

_____ No (*If you answer "No" to Question 7, please STOP and read the final instruction.*)

_____ Yes.

7(A). Do you unanimously find that Plaintiffs proved by a preponderance of the evidence that **ChemTreat, Inc.** acted intentionally and without legal justification in inducing Anthony Ridley to breach his contract with Plaintiffs by soliciting an employee of Plaintiffs with whom Mr. Ridley had material contact on Plaintiffs' behalf between July 1, 2020, and July 1, 2021?

_____ No (*If you answer "No" to Question 7(A), please STOP and read the final instruction.*)

Yes.

7(B). Do you unanimously find that Plaintiffs proved by a preponderance of the evidence that **ChemTreat, Inc.** proximately caused Mr. Ridley to breach his contract with Plaintiffs by soliciting an employee of Plaintiffs with whom Mr. Ridley had material contact on Plaintiffs' behalf between July 1, 2020, and July 1, 2021?

No (*If you answer "No" to Question 7(B), please STOP and read the final instruction.*)

Yes.

7(C). Do you unanimously find that Plaintiffs proved by a preponderance of the evidence that Plaintiffs were injured by ChemTreat, Inc. intentionally inducing Anthony Ridley to breach his contract with Plaintiffs by soliciting an employee of Plaintiffs with whom Mr. Ridley had material contact on Plaintiffs' behalf between July 1, 2020, and July 1, 2021?

No (*If you answer "No" to Question 7(C), please STOP and read the final instruction.*)

Yes.

7(D). How much money do you award Plaintiffs in connection with your finding that Plaintiffs were proximately injured by ChemTreat, Inc. intentionally inducing Anthony Ridley to breach his contract with Plaintiffs by soliciting an employee of Plaintiffs with whom Mr. Ridley had material contact on Plaintiffs' behalf between July 1, 2020, and July 1, 2021?

Amount: \$ _____

8. Do you unanimously find that Plaintiffs proved by clear and convincing evidence that **ChemTreat, Inc.** procured the breach of Anthony Ridley's contract with Plaintiffs by inducing Mr. Ridley to solicit an employee of Plaintiffs with whom Mr. Ridley had material contact on Plaintiffs' behalf between July 1, 2020, and July 1, 2021?

No (*If you answer "No" to Question 8, please skip to Question 9.*)

Yes.

8(A). Do you unanimously find that Plaintiffs proved by a clear and convincing evidence that **ChemTreat, Inc.** proximately caused Mr. Ridley to breach his contract with Plaintiffs by soliciting an employee of Plaintiffs with whom Mr. Ridley had material contact on Plaintiffs' behalf between July 1, 2020, and July 1, 2021?

No (*If you answer "No" to Question 8(A), please skip to Question 9.*)

Yes.

8(B). Do you unanimously find that Plaintiffs proved by clear and convincing evidence that Plaintiffs were injured by ChemTreat, Inc. procuring the breach of Anthony Ridley's contract with Plaintiffs by soliciting an employee of Plaintiffs with whom Mr. Ridley had material contact on Plaintiffs' behalf between July 1, 2020, and July 1, 2021?

No (*If you answer "No" to Question 8(B), please skip to Question 9.*)

Yes.

8(C). How much money do you award Plaintiffs in connection with your finding that Plaintiffs were proximately injured by ChemTreat, Inc. procuring the breach of Anthony Ridley's contract with Plaintiffs by soliciting Plaintiffs' employees that Mr. Ridley had material contact with in his final 12 months of his employment with Plaintiffs?

Amount: \$ _____

9. Do you unanimously find that Plaintiffs proved by a preponderance of the evidence that Anthony Ridley and ChemTreat, Inc. engaged in a civil conspiracy against Plaintiffs?

No (*If you answer "No" to Question 9, please STOP and read the final instruction.*)

Yes

9(A). Do you unanimously find that Plaintiffs proved by a preponderance of the evidence that Plaintiffs were injured by the civil conspiracy?

No (*If you answer "No" to Question 9(A), please STOP and read the final instruction.*)

Yes

9(B). How much money do you award Plaintiffs in connection with the civil conspiracy?

Amount: \$ _____

FINAL INSTRUCTION: Please have the foreperson sign and date this form and return it to the court officer.

FOREPERSON

DATE

DATED: October 13, 2023

Respectfully submitted,

/s/ Troy C. Homesley

Vidya Atre Mirmira (admitted *pro hac vice*)
William T. Burke (admitted *pro hac vice*)
Juli Ann Lund (admitted *pro hac vice*)
Troy C. Homesley (admitted *pro hac vice*)
WILLIAMS & CONNOLLY LLP
680 Maine Ave. SW
Washington, DC 20024
Telephone: (202) 434-5000
Facsimile: (202) 434-5029
E-mail: vmirmira@wc.com
E-mail: wburke@wc.com
E-mail: jlund@wc.com
E-mail: thomesley@wc.com

Kyle W. Eiselstein, Tenn. BPR No. 020727
Zachary H. Greene, Tenn. BPR No. 024451
Erin E. Steelman, Tenn. BPR No. 038463
MILLER & MARTIN PLLC
1200 Volunteer Building
832 Georgia Avenue
Chattanooga, Tennessee 37402
Telephone: (423) 756-6600
E-mail: kyle.eiselstein@millermartin.com
E-mail: zac.greene@millermartin.com
E-mail: erin.steelman@millermartin.com

Attorneys for Defendant ChemTreat, Inc.

/s/ Lance W. Pope (by permission)

Lance W. Pope, BPR No. 025054
Jeremy M. Cothern, BPR No. 027166
Patrick, Beard, Schulman & Jacoway, P.C. 537
Market Street, Suite 300
Chattanooga, TN 37402
(423) 756-7117 – phone
(423) 267-5032 – fax
lpope@pbsjlaw.com
jcothern@pbsjlaw.com

Attorneys for Anthony Ridley